FOR COUNTY USE ONLY

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County of San Bernardino	County Department Contract Representative Robert L. McKernan				Telephone Total Contract Amount (909)307-2669		act Amount			
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THIS CONTRACT is entered the County, and	into in the	State of	Californ	ia by ar	nd betwee	en the County	of San Bern	ardino,	hereinafter ca	ılle
Name										
Pamela Strunk Address					nereinafte	r called Histor	ic Site Mana	ager		
8810 Hemlock										

IT IS HEREBY AGREED AS FOLLOWS:

Rancho Cucamonga, CA 91730

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I) RESPONSIBILITIES AND DUTIES OF HISTORIC SITE MANAGER

Federal ID No. or Social Security No.

Historic Site Manager is responsible for and has the duties of Contract Historic Site Manager as shown on Attachment "A" of this agreement ("Agreement"), incorporated herein by this reference.

II) HOUSING

Telephone

In consideration of the covenants and conditions set forth in this Agreement, COUNTY agrees to provide residential housing ("residence") to Historic Site Manager at 8810 Hemlock, Rancho Cucamonga, California, also known as the Casa de Rancho Cucamonga (Rains House) Branch Location ("property"), for the purpose of fulfilling the terms of this Agreement. COUNTY also agrees to provide, at COUNTY expense, utilities for the Historic Site Manager's residence. Said utilities shall include water, gas, sewer, electricity, rubbish disposal, pest control services, and business telephone service for the property. Historic Site Manager shall be responsible for all personal telephone costs, including a personal telephone line.

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Historic Site Manager agrees to live in the residence on the property in such a fashion as to keep the historic and aesthetic integrity of the residence with that of the property, according to the Museum Department's guidelines. This Agreement is intended to provide residence for the Historic Site Manager at the property. However, during the term of this Agreement, Historic Site Manager may allow one (1) additional adult occupant approved by the Museum Director to reside with the Historic Site Manager at the residence. Historic Site Manager will not allow any other persons to reside on property, or entertain at the property, without written permission of the Museum Director. All visitors of more than one day must be reported to Museum Administration for safety and emergency reasons. Historic Site Manager is responsible for all of his/her visitors, and will supervise them while in COUNTY structures. Visitors staying for ten (10) days or more require prior written permission from Museum Director. Risk Management will be advised by staff of visitors exceeding ten (10) days or more by listing each visitor's name and duration of visit.

III) ISSUANCE OF KEYS

Keys to housing and adjacent COUNTY structures shall be the sole responsibility of the Historic Site Manager. Keys will not be issued to any visitors. Museum Security may issue keys to authorized occupants. The date and time of issuance will be logged, and keys are returned to Museum Security.

IV) PETS ON PREMISES

Historic Site Manager may keep a maximum of two (2) dogs or other small pets on premises with Museum Director's approval. Pets must remain in a secured area outside of visitor areas during open hours as defined in Section V. Pets may be allowed in visitor areas, excluding historic structures, after visiting hours and with close supervision. Pets must be secured when Historic Site Manager leaves the site, and Historic Site Manager is responsible for keeping grounds clean of pet refuse at all times.

V) SCHEDULED WORK AND VISITOR HOURS

Work hours include thirty (30) hours per week between 9:00 a.m. and 3:00 p.m. Tuesdays through Saturdays, which includes one hour preparation between 9:00 a.m. and 10:00 a.m. Special events and emergencies may require adjustment to this schedule. Any other proposed variation to this schedule shall be submitted in writing to the Deputy Director for prior approval. On Christmas Day, New Year's Day and Thanksgiving Day, the property will be closed. However, on all other COUNTY holidays falling on days the property is regularly scheduled to be open, Historic Site Manager is required to open the property and admit visitors.

VI) DISPLAY OF PERSONAL PROPERTY

Historic Site Manager will limit display of personal property (e.g. hanging potted plants, grills, play equipment) to areas out of public right of way or public view.

VII) MODIFICATIONS TO HISTORIC STRUCTURES OR GROUNDS

Historic Site Manager is prohibited from making any modifications to the property, including, historic structures or grounds without prior written approval from Museum Administration.

VIII) WORKERS' COMPENSATION AND COUNTY INSURANCE

During the performance of duties required by this agreement, Historic Site Manager is an employee of the COUNTY for the purposes of Workers' Compensation coverage and general liability insurance coverage only for hours actually worked under this contract.

IX) LEAVE PROVISIONS

The Historic Site Manager shall accrue sixty (60) hours of paid administrative leave from the aforesaid duties per calendar year and twelve (12) hours of professional development or continuing education leave. Such leaves will be taken at times as mutually agreed upon with the Deputy Director, with two weeks notice given by the Historic Site Manager. Such leaves shall be used annually, and shall not be carried over from year to year or paid in cash.

During planned administrative leave, professional development or continuing education leave time periods, Historic Site Manager must arrange coverage by an approved Substitute Historic Site Manager that may be a trained, Museum-approved volunteer.

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Historic Site Manager is also entitled to eighteen (18) hours of sick leave and three (3) paid holidays including Thanksgiving, Christmas, and New Year's Day. If Christmas or New Year's Day fall on a Sunday or Monday when the site is not open, Historic Site Manager, with two (2) weeks advance notice, may substitute the Fourth of July, Veteran's Day, or Christmas Eve.

Historic Site Manager is not be entitled to any benefits or consideration other than that specifically given by this agreement

X) COMPENSATION

The compensation provided to the Historic Site Manager by the COUNTY will be a gross amount of five hundred and three dollars and eight cents (\$503.08) bi-weekly (\$8.38/hr). It is agreed the utilities furnished the Historic Site Manager constitute \$69.23 bi-weekly which is deemed compensation, whether in fact they are greater or lesser than that amount, and it is agreed Historic Site Manager's use of residence in the amount of \$219.24 bi-weekly is deemed compensation, so the actual gross cash compensation to be paid to the Historic Site Manager shall be \$214.61 bi-weekly. Appropriate deductions for State and Federal taxes, the COUNTY's PST Deferred Compensation Plan and Social Security Medicare is based on the total gross amount of five hundred and three dollars and right cents (\$503.08) bi-weekly.

XI) INSURANCE REQUIREMENTS

Historic Site Manager must obtain and maintain for the term of this contract renter's general liability insurance with single limits of not less than \$100,000.00 with all-perils coverage adequate to cover the actual cash value of Historic Site Manager's personal property on the property, and fire legal liability coverage adequate to cover the full cash replacement value of Site Manager's property. All required policies are to be considered primary and non-contributory, with any insurance or self-insurance programs carried or administered by the COUNTY. A copy of the certificate of insurance is to be provided by the Historic Property Manager at the time of occupancy.

XII) ADDITIONAL REMUNERATION FOR EXTRA SERVICES PROVIDED

In addition to the cash compensation of \$214.61 bi-weekly, Historic Site Manager will be paid thirty percent (30%) commission on all non-Museum sponsored facility usage fees retained by the COUNTY, per the County Fee Ordinance. In the event of a cancellation and refund of courtyard, all day, and facility usage fees, Historic Site Manager must reimburse the COUNTY any commission paid to Historic Site Manager for the cancelled event. Appropriate deductions for State and Federal taxes, the COUNTY's PST Deferred Compensation Plan, and Social Security Medicare shall be applicable to commission earned.

XIII) EXPENSE REIMBURSEMENT

Historic Site Manager is eligible for reimbursement of necessary expenses incurred on behalf of the COUNTY. Expense reimbursements are administered under the terms and conditions set forth in Attachment B – Expense Reimbursement and Expense Advances.

XIV) P.S.T. DEFERRED COMPENSATION PLAN

Historic Site Manager must participate in COUNTY's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Historic Site Manager contributes 5% of Historic Site Manager's gross earnings, and COUNTY shall contribute 2.5% of Historic Site Manager gross earnings. Historic Site Manager's contributions to PST Deferred Compensation Plan are be automatically deducted from Historic Site Manager's earnings. Maximum total contributions shall be 7.5% of Historic Site Manager's maximum covered wages for Social Security purposes. Historic Site Manager is enrolled in the Plan on forms approved by the Human Resources Division Chief-Employee Benefits and Services.

XV) RETIREMENT SYSTEM

Historic Site Manager is not be eligible for membership and will not participate in the COUNTY's Retirement System during the term of this contract.

XVI) RIGHT-OF-ENTRY

COUNTY may enter and inspect the public area of the property at any time it is open to the public (Tuesday through Saturday 10:00 a.m.-4:00 p.m. Additionally, during normal business hours when the site is not open to the public (Monday 8:00 a.m.-5:00 p.m. and Tuesday through Friday 8:00 a.m.-10:00 a.m.) and upon reasonable notice to

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Historic Site Manager (24 hours notice shall be deemed "reasonable"), COUNTY may enter and inspect any area of the property, including the Historic Site Manager's residential area, with Historic Site Manager's presence or with other Museum personnel escort as needed, for any lawful purpose. COUNTY may enter any area of the property, including the Historic Site Manager's residential area, without advance notice to Historic Site Manager in case of an emergency, after efforts have been made to contact Historic Site Manager.

Historic Site Manager cannot add or change any lock or locking device, bolt or latch on the property. Historic Site Manager acknowledges that COUNTY is entitled to and has a key to all structures on the property and may use the same for entry as provided herein or by law.

Upon demand by COUNTY, Historic Site Manager will temporarily vacate the residence for a reasonable period of time not to exceed three (3) days without reimbursement or other payment, to allow pest or vermin control work to be done. Historic Site Manager shall comply with all instructions, forthwith, from the pest controller, fumigator and /or exterminator regarding the preparation of any structure at the property for the work, including the proper bagging and storage of food, perishables and medicine.

Lastly, COUNTY may designate a person to serve as a Substitute Historic Site Manager during Historic Site Manager's approved absences, and such person will have complete access to all public areas of the site during Historic Site Manager's absence.

XVII) VEHICLE OPERATION:

If the services to be performed under this agreement require Historic Site Manager to operate a vehicle, Historic Site Manager must possess a valid California Driver's License at all times during the performance of this agreement. In order for the Historic Site Manager to use any COUNTY-owned vehicle during the performance of this agreement, Historic Site Manager agrees to allow COUNTY to obtain a Department of Motor Vehicles report of Historic Site Manager's driving record. If such report discloses that Historic Site Manager has an unsafe driving record, in the opinion of the COUNTY Risk Manager, Historic Site Manager may be prohibited from using any COUNTY-owned vehicles. In order for Historic Site Manager to be able to use a private vehicle during the performance of this agreement, Historic Site Manager must be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- (a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- (b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- (c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph XVI.

XVIII) TERM OF CONTRACT:

This Agreement is effective May 17, 2003, through May 14, 2005. Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause by giving the other party forty (40) calendar days prior notice in writing. The Museum Director has full authority and dscretion to exercise COUNTY's rights under this Agreement. The Historic Site Manager understands and agrees the term of occupancy of the Premises is dependent upon satisfactory continuation of employment with the COUNTY. His/her right of occupancy is automatically terminated upon termination of this Agreement and employment with the COUNTY.

XIX) CONFLICT OF INTEREST:

As a condition of employment with the COUNTY, Historic Site Manager does hereby agree to uphold the "Conflict of Interest" policy of San Bernardino COUNTY, which is stated under Rule I, Section 8, of the San Bernardino County Personnel Rules, Conflict of Interest clause, as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section

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shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active COUNTY employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of the California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of the Government Code and any Conflict of Interest Code applicable to COUNTY Government."

XX) ANNUAL EVALUATION:

The Deputy Director will prepare an annual written work performance evaluation during the first quarter of each calendar year. Evaluations will be based on performance of duties and responsibilities outlined in Attachment "A".

XXI) CLEANING FEE:

Upon termination, the Museums' buildings and properties are subject to inspection to ensure they are left in a clean and orderly fashion. The Museum Director has full authority and discretion to determine passage or failure of said inspection. Failure of inspection shall entitle the COUNTY to assess a "Cleaning Fee" up to \$100.

XXII) FULL UNDERSTANDING:

This Agreement constitutes the full and complete understanding between the parties. Historic Site Manager is not entitled to any compensation or benefit other than what is expressly stated herein. Historic Site Manager is responsible for and has the duties of Contract Historic Site Manager as shown in Attachment "A" of this agreement ("Agreement"), incorporated herein by this reference.

COUNTY OF SAN BERNARDINO		(Print or type name of corporation, company, contractor, etc.)			
•		By ►			
Dennis Hansberger, Chairman, Board of S	Supervisors	(Authorized signature - sign in blue ink)			
Dated:		Name	(Print or type name of person signing contract)		
SIGNED AND CERTIFIED THAT A COPY DOCUMENT HAS BEEN DELIVERED TO CHAIRMAN OF THE BOARD			Print or type name or person signing contract) (Print or Type)		
Clerk of the Board of S of the County of San B		Dated:			
Ву		Address			
By					
Approved as to Legal Form	Reviewed by Conf	tract Compliance	Presented to BOS for Signature		
County Counsel	<u> </u>		Department Head		
Date	Date		Date		

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DUTIES AND RESPONSIBILITIES

Historic Site Manager shall perform a variety of tasks in order to preserve the historic and aesthetic integrity of the property known as the Casa de Rancho Cucamonga (Rains House) Branch Location, located in Rancho Cucamonga, California. Such tasks shall include, but are not limited to:

I. Maintenance

- A. Be familiar and comply with the maintenance requirements described in the Historic Site Manager Procedures.
- B. Dust, vacuum, clean floors, furniture, and fixtures, and wash windows as needed in accordance with Museum guidelines; clean artifacts in exhibit under curatorial guidance on a regular basis, or as needed.
- C. Keep updated inventory of artifacts and accession numbers.
- D. Clear walkways of debris, leaves, branches, etc. Maintain the grounds in presentable condition to the public including watering and maintaining a healthy lawn.
- E. Clean restrooms thoroughly on a weekly basis with the exception of any weeks in which cleaning is done by personnel from Facilities Management.
- F. Perform minor maintenance and repairs as requested by Museum Maintenance.
- G. Complete monthly Facility and Grounds Report and submit to the Deputy Director by the 5th of each month.
- H. Notify the Deputy Director of repairs, maintenance, or other major ongoing operational matters, including safety and security issues for residents, visitors, volunteers, artifacts, and/or historic buildings.

II. Docent Services

- A. Reside at and maintain residence with obvious presence of Historic Site Manager.
- B. Be familiar and comply with the policies and guidelines described in the Historic Site Manager Procedures.
- C. Admit and monitor public visitors to the property during the hours of 10:00 a.m. 3:00 p.m. Tuesday through Saturday.
- D. Schedule and provide tours of the facility for school and other groups, utilizing interpretative materials provided by the Museum and approved by the Curator of History.
- E. Schedule, arrange, and assist with the planning and operation of weddings, receptions, special events, and other activities held at the facility.
- F. Maintain proper records and provide monthly attendance and revenue information to the Museum per County Internal Controls and Cash Manual policies and procedures.
- G. Handle fees or donations and Museum Store sales (if applicable) by securing, reporting, and depositing revenue according to Museum guidelines.
- H. Submit a Monthly Attendance and Usage Report and Volunteer Hours Log to the Deputy Director by the 5th of each month.
- I. Dress in appropriate clothing and uniform shirts as determined by the Deputy Director; wear Museum identification badge at all times while on duty.
- J. Conditionally accept, on behalf of the Museum, potential donations of artifacts according to Museum guidelines, filling out appropriate paperwork and notifying both Museum Administration and the Curator of History of these actions.
- K. Cooperate with the local friends/support groups or historical society(ies).

III. Security

- A. Contact the Museum by radiophone, Tuesdays through Saturdays at 10:00 a.m. and 3:00 p.m. and as needed when leaving or returning to the property. If contact is not made at these times, contact will be attempted on the half-hour, for a total of two (2) hours or four (4) attempts. If no response is received at that time, local law enforcement will be dispatched to conduct a safety check.
- B. Report to the local law enforcement agency and Museum Security any attempts made by the public to destroy property. Notify the Museum of "incidents" or "alarms" immediately and file an "incident" or "alarm" report within 24 hours of occurrence. After closing, contact Museum Security or local law enforcement, depending on the severity of the incident.
- C. Keep the property secured and locked when closed to the public.
- D. Maintain an emergency first aid kit; be knowledgeable of the Museum Security Policy and County Emergency Preparedness Plan; be certified in first aid and CPR procedures (Museum provides training); and be familiar with the operation of the radiophone.
- E. Maintain standards of cleanliness that include removing refuse, organic materials, and surplus combustibles; maintain clear aisles and exits in accordance with fire safety standards.
- F. Maintain an Emergency Procedures Manual, including appropriate paperwork and emergency information for volunteers.
- G. Maintain radiophone while on duty, and recharge unit as needed; have safety whistle and emergency air horn available while on duty.

IV. Other Duties and Responsibilities

- A. Review and enforce Museum policies including Pest Management, Collections Management, Professional Ethics, Emergency Procedures, and Security Policies.
- B. Attend quarterly Historic Site Manager meetings. Historic Site Manager is responsible for their own transportation to these meetings but will be reimbursed mileage in the same manner as provided general COUNTY employees.
- C. Assist COUNTY personnel on site as needed.
- D. Other duties as assigned.

EXPENSE REIMBURSEMENT AND EXPENSE ADVANCES

EXPENSE REIMBURSEMENT

The purpose of this section is to define the policies and procedures by which Historic Site Manager shall report and be reimbursed for necessary expenses incurred on behalf of the COUNTY. It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of Historic Site Manager to obtain prior approval from the Museum Director, his/her successor or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the Museum Director, his/her successor or designee.

AUTHORIZATION FOR ATTENDANCE AT MEETINGS

The Museum Director, his/her successor or designee may authorize attendance at meetings at COUNTY expense when the program material is directly related to an important phase of COUNTY service and holds promise of benefit to the COUNTY as a result of such attendance.

Authorization for attendance at meetings without expense reimbursement, but on COUNTY time, may be granted when Historic Site Manager is engaged on the COUNTY's behalf, but from which the gain will inure principally to the benefit of Historic Site Manager and only incidentally to the COUNTY.

TRAVEL AUTHORIZATION

- A. Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location in California. Requests for such travel shall be submitted to the County Administrative Officer in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.
- B. The appointing authority or designee is authorized to approve necessary travel within the state of California and use of transportation mode consistent with this attachment.

RECORDS AND REIMBURSEMENTS

- A. Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00), or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- B. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - 1. Subsistence, except as otherwise provided in this attachment.
 - Private mileage.
 - 3. Taxi, streetcar, bus and ferryboat fares, bridge and road tolls, parking fees.
 - 4. Telephone and telegraph charges.
 - 5. Other authorized expenses of less than one dollar (\$1.00).
- C. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- D. Reimbursement will not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- E. Except as otherwise provided in this attachment, expense reimbursements shall be made on an actual cost basis.

TRANSPORTATION MODES

- A. The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the COUNTY.
- B. Travel Via Private Automobile
 - 1. Reimbursement for use of privately owned automobiles to conduct COUNTY business shall be at the IRS allowable rate or thirty-four and one-half cents (\$0.345) per mile, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private

automobile, insurance, maintenance, and all other transportation-related costs. The COUNTY does not provide any insurance for private automobiles used on COUNTY business. Historic Site Manager is responsible for the personal liability and property damage insurance when the vehicle is used on COUNTY business.

- When Historic Site Manager, traveling on official COUNTY business, leaves directly from Historic Site Manager's principal place of residence rather than from Historic Site Manager's assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If Historic Site Manager departs from the last work contact point directly to the residence, the same principle governs.
- 3. Historic Site Manager may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When Historic Site Manager has more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between Historic Site Manager's residence and the assigned work location.

C. Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the Museum Director, his/her successor or designee, approves such use. Rental vehicles are covered for liability and vehicle physical damage under the COUNTY's self-insurance program. Reimbursement will not be provided for the additional costs incurred if Historic Site Manager purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for COUNTY business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

D. Travel Via Air

When commercial aircraft transportation is approved for Historic Site Manager, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

SUBSISTENCE

Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Museum Director, his/her successor or designee as necessary for the purpose of conducting COUNTY business. Excess charges greater than the allowances listed below may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Receipts are mandatory to obtain reimbursement for all lodging and claims for the full day's meal allowance.

The allowance for lodging is sixty-five dollars (\$65.00) plus tax, per night, single, with receipt.

The allowance for meals is forty-one dollars (\$41.00) plus tax and gratuity, the latter not to exceed fifteen percent (15%), per day, for three meals, or when separate meals are claimed, nine dollars (\$9.00) for breakfast; twelve dollars (\$12.00) for lunch; and twenty dollars (\$20.00) for dinner, all plus tax and gratuity, as provided above.

Meal allowances for a business meeting/conference including meals are the actual cost.

It is the basic responsibility of Historic Site Manager to anticipate and make provision for Historic Site Manager's meals. In emergency situations at the work site, if Historic Site Manager is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the COUNTY shall make every effort to provide meals.

EXPENSE ADVANCES

Historic Site Manager may obtain advancement of funds for business expenses from the COUNTY's Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).